

RESOLUTION NO. 2, 2021

RESOLUTION OF THE TERRE HAUTE REDEVELOPMENT COMMISSION REGARDING INTERGOVERNMENTAL TRANSFER OF PROPERTY

WHEREAS, the Terre Haute Redevelopment Commission (“Commission”) previously approved Resolution 20 authorizing the transfer of certain property by the Vigo County Capital Improvement Board to the Commission upon terms and conditions as approved by the Executive Director of the Commission including a review and approval of the Lease, receipt of a satisfactory environmental inspection, title insurance policy and proof of insurance; and

WHEREAS, after reviewing the Lease the Executive Director has determined that as a part of the transfer of said property to the Commission it would be advisable to enter a certain Assignment and Assumption of Leases agreement with the Vigo County Capital Improvement Board;

NOW THEREFORE, be it resolved by the Terre Haute Redevelopment Commission that upon the transfer of the property described in Resolution 20 to the Terre Haute Redevelopment Commission by the Vigo County Capital Improvement Board, the Executive Director is authorized and directed to make, execute and deliver the Assignment and Assumption Agreement with the Vigo County Capital Improvement Board a copy of which is submitted to this meeting.

This resolution shall be effective immediately upon its passage.

Adopted and approved by the Terre Haute Redevelopment Commission this 20th day of January, 2021 by roll call vote with the member votes indicated below.

TERRE HAUTE REDEVELOPMENT COMMISSION

By: _____
Dave Heath, President

By: _____
Brian Conley, Vice President

By: _____
Troy Helman, Secretary

By: _____
Brian Dyer, Member

By: _____
Karrum Nasser, Member

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Lease (“**Assignment**”) is made this ___ day of December 2020, by and between the **TERRE HAUTE REDEVELOPMENT COMMISSION**, an Indiana political subdivision with principal offices at 17 Harding Avenue, Terre Haute, Indiana 47807, (“**Assignee**”), and the **VIGO COUNTY CAPITAL IMPROVEMENT BOARD OF MANAGERS**, an Indiana political subdivision with principal offices at 650 South 1st Street, Terre Haute, Indiana 47807 (“**Assignor**,” and together with Assignee the “**Parties**” and individually a “**Party**”).

WITNESSETH:

WHEREAS, pursuant to the terms of Ind. Code § 36-1-11-8, Assignor and Assignee have each adopted substantially similar Resolutions (the “**Resolutions**”) approving the intergovernmental transfer of certain property located at 686 Wabash Avenue, Terre Haute, Indiana as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, the Property is currently subject to a lease dated July 20, 2020 by and between Assignor and the Vigo County School Corporation (“**VCSC**”) providing for the lease to VCSC of the building and certain parking spaces located on the Property by VCSC through September 1, 2021 (the “**VCSC Lease**”) a copy of which is attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, the Property is further subject to a lease dated August 21, 2020 by and between Assignor and Crossroads Parking Partners, LLC (“**Crossroads**”) providing for the lease to Crossroads of the remaining parking spaces located on the Property (the “**Crossroads Lease**”) a copy of which is attached hereto as Exhibit “C” and incorporated herein; and

WHEREAS, as part of the transfer of the Property to Assignee, and in accordance with the Resolutions, the Parties desire to effect the assignment to and assumption by Assignee of all of the obligations under the VCSC Lease and the Crossroads Lease (together the “**Assigned Leases**”) with the exception of the liabilities to be retained by Assignor set forth in Section 3 below; and

WHEREAS, Assignee desires to accept the assignment of all obligations under the Assigned Leases in accordance with the terms hereof, and to indemnify Assignor therefrom, except as otherwise provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the undertakings and obligations of each party under the terms of the Resolutions, the parties hereto covenant and agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Resolutions, concurrent with the transfer of title to the Property to Assignee, Assignor assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Leases, except as otherwise provided herein.

2. **Assumption and Indemnification.** In reliance upon and expressly subject to the representations and warranties contained in the Resolutions, except for the Retained Liabilities (as defined below), Assignee: (a) assumes all of Assignor's obligations under the Assigned Leases accruing on and after the date hereof, (b) agrees to perform and observe all of the covenants and conditions therein contained which shall accrue on and after the date hereof, (c) agrees to hold Assignor harmless and indemnify Assignor from any and all further liability thereunder of whatsoever nature and kind accruing on and after the date of this Assignment, except as otherwise provided herein, and (d) agrees that Assignor shall have no further liability or obligation whatsoever under the Leases, except as provided herein.

3. **Retained Liabilities.** Notwithstanding any other provision of this Assignment or the Resolutions, the Parties agree that Assignor shall retain and indemnify Assignee from liability from: (a) any costs or obligations arising under Section 1 of the VCSC Lease related to providing Substitute Parking Spaces (as defined therein) to VCSC (the “**VCSC Parking Obligation**”); (b) any costs or obligations arising under Section 6 of the VCSC Lease regarding maintenance of parking spaces (including reasonable snow and ice removal) and other common areas that may be used by Tenant (“**Section 6 Obligations**”); and (c) any costs or obligations arising under Section 15 of the Crossroads Lease to provide Alternate Parking as (defined therein) to Crossroads (the “**Crossroads Parking Obligation**”). The Crossroads Parking Obligation together with the VCSC Parking Obligation and the Section 6 Obligations are hereinafter referred to as the “**Retained Liabilities**”. The Parties acknowledge that the VCSC Parking Obligation is an ongoing obligation that is currently being undertaken by Assignor, and the Crossroads Parking Obligation is a contingent liability that has not yet occurred or accrued.

4. **Indemnification.** Notwithstanding any other provision of this Assignment or the Resolutions, with the exception of the Retained Liabilities, Assignee shall protect, defend, indemnify and hold Assignor, its officers, directors, agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses) accruing on or after the date hereof and related to the Property or Landlord's obligations under the Leases. Notwithstanding any other provision of this Assignment or the Resolutions, Assignor shall protect, defend, indemnify and hold Assignee, its officers, directors, agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including

reasonable attorneys' fees and expenses) accruing prior to the date hereof and related to the Property or occurring at any time hereafter and related to the Retained Liabilities. Indemnification related to the Crossroads Parking Obligation shall terminate upon transfer of the Property to any party related to or affiliated with Crossroads or any entity affiliated with Terre Haute Hotel Partners, LLC or its principals.

5. **Procedures for Indemnification.** Upon the occurrence of any event that a Party asserts to be an indemnifiable event pursuant to this Assignment, the Party shall promptly notify in writing the other Party to this Agreement. If such event involves the claim of any third person and the indemnifying Party confirms in writing its desire to defend or settle such claim, the indemnifying Party shall have sole control over, and shall assume all expenses with respect to, the defence or settlement of such claim; provided, however, that an indemnified Party shall be entitled to participate in the defence of such claim and to employ counsel at its own expense to assist in the handling of such claim. In the event that the indemnifying Party does not assume sole control over the defence or settlement of such claim as provided in this Assignment, an indemnified Party shall have the right to defend and settle the claim in such manner as it may deem appropriate at the cost or expense of the indemnifying Party and the indemnifying Party shall promptly reimburse the indemnified Party therefore in accordance with this Section, along with all costs including reasonable attorneys' fees and expenses.

6. **Transfer of Property to Assignee.** Assignor hereby covenants that it will take all additional actions and execute and deliver all documents necessary to transfer title to the Property to Assignee in accordance with the Resolutions.

IN WITNESS WHEREOF, the parties hereto duly executed this Assignment and Assumption of Lease on the day and year first above written.

ASSIGNOR

Vigo County Capital Improvement
Board of Managers

By: _____
Jon Marvel, President

ASSIGNEE

Terre Haute Redevelopment Commission

By: _____
_____, President

EXHIBIT “A”
Property Description

Description of Real Estate to be transferred from Vigo County Capital Improvement Board to city of Terre Haute Department of Redevelopment:

Lots 3, 4, 5, 6, 7, and 8 in Crawford Heirs' Subdivision of Out Lot No. 48 of the Original Town, now City, of Terre Haute, as shown in the plat recorded February 8, 1861 at Plat Record 1, Page 105.

Except Two (2) feet off the West side of said Lot Number 3.

Fidelity National Title Insurance Company
Countersigned : Hendrich Title Company

By: SPECIMEN
Authorized Officer of Agent

ALTA Owner's Policy
Schedule A - (Rev 6/06)
FORM 1190-134L

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EXHIBIT “B”
Executed VCSV Lease

[See Attached]

LEASE AGREEMENT

THIS LEASE, is executed as of the 21st day of July, 2020, by and between the **VIGO COUNTY CAPITAL IMPROVEMENT BOARD OF MANAGERS** (“**Landlord**”), an Indiana political subdivision, and **VIGO COUNTY SCHOOL CORPORATION**, an Indiana public school corporation, which is a subdivision of the State of Indiana (“**Tenant**”).

WITNESSETH:

1. Leased Premises. Landlord hereby leases and demises to Tenant and Tenant agrees to lease from Landlord the building located at 686 Wabash Avenue, Terre Haute, Indiana 47807 and more particularly described in the attached Exhibit A, incorporated herein by reference (the “**Leased Premises**”). Landlord acknowledges and agrees that throughout the Lease Term, Tenant shall have exclusive use of the four (4) reserved parking spaces identified on Exhibit B attached hereto and shall have northside access to the building, along with use of such access drives, sidewalks and other common areas and improvements necessary for the use and enjoyment of the Leased Premises. In addition, Landlord shall make available to Tenant for its sole and exclusive use throughout the Lease Term, fifty (50) parking spaces (the “**Substitute Parking Spaces**”), which may be used by Tenant and/or its invitees, officers and employees. The Substitute Parking Spaces shall be located at the Sky Garden Parking Garage located at 62 Ohio Street, Terre Haute, Indiana. Landlord may also fulfill all or any portion of the requirements for Substitute Parking Spaces by granting access to Tenant to designated spaces in the parking lots adjacent to the Leased Premises reasonably acceptable to Tenant on a space-for-space basis.

Tenant has personally inspected the Leased Premises and accepts the same “as is” without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto except as expressly set forth herein.

2. Term. The term of this Lease (the “**Lease Term**”) shall commence on the date hereof (the “**Commencement Date**”), and expire September 30, 2021 (the “**Expiration Date**”), unless sooner terminated in accordance with this Lease.

3. Rent. As provided in the Purchase Agreement dated May 15, 2020 by and between Landlord and Tenant and pursuant to which Tenant sold the Leased Premises to Landlord, the parties agree that there shall be no annual rent or monthly rent (together “**Minimum Rent**”) paid by Tenant to Landlord during the term of this Lease except as otherwise provided herein.

4. Additional Rent. Tenant agrees to pay as “**Additional Rent**” all costs, charges and expenses paid or incurred during the Lease Term for Real Estate Taxes, Insurance Premiums and Operating Expenses for or attributable to the Leased Premises as required herein.

As used herein, the term “**Real Estate Taxes**” shall mean real estate taxes with respect to the Leased Premises by any authority having the direct or indirect power to tax, including any city, state or federal government or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, or against Landlord’s business of leasing the Leased Premises. If the Leased Premises are not separately assessed, then Tenant’s liability shall be an equitable proportion of the Real Estate Taxes for all of the land and improvements included within the tax

parcel assessed, based upon the respective valuations assigned in Assessor's worksheets or such other information as may be reasonably available.

As used herein, the term "**Insurance Premiums**" shall include premiums for all insurance required to be obtained or maintained by Tenant in respect of the Leased Premises as set forth in Sections 12 and 14 of this Lease.

As used herein, the term "**Operating Expenses**" shall include, without limitation, all expenses for operation, repair, replacement and maintenance of the Leased Premises in accordance with the terms and conditions of this Lease incurred by Tenant.

To the extent that the Lease Term includes any partial calendar years, the Additional Rent included in this section shall be prorated based upon the number of days in such calendar year included within the Lease Term divided by 360.

In the event Tenant fails to pay all such Real Estate Taxes, Insurance Premiums and Operating Expenses in a timely fashion, Landlord shall have the right, but not the responsibility, to make such payment and to charge the same to Tenant for prompt payment thereafter.

With respect to the payment of any taxes or assessment, or the cost of compliance with any statute, regulation or ordinance, Tenant shall have the right at its own expense to in good faith contest the amount of such taxes or assessment or the necessity or manner of compliance with such regulation, statute or ordinance in any administrative or court proceeding, provided that Tenant saves Landlord harmless from any tax, interest, penalties or costs connected therewith by appropriate surety bond or other assurance reasonably satisfactory to Landlord and its mortgagee.

5. Use of Leased Premises. The Leased Premises are to be used by Tenant in a manner consistent with its current uses and any uses incidental thereto.

6. Maintenance and Repairs. During the term of this Lease, Tenant shall, at its own cost and expense, maintain in such condition and repair as desired by Tenant in its sole and absolute discretion, the entire Leased Premises, including the performance of janitorial services, trash removal and all internal and external building maintenance and repairs (but excluding any maintenance and repairs with respect to any parking lots or other exterior improvements and facilities serving the Leased Premises). Landlord shall have no responsibility for the maintenance, repair or replacement of any part of the Leased Premises. Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that Landlord intends to demolish the Leased Premises following the expiration of the term of this Lease and therefore, Tenant may elect not to maintain the Leased Premises or make any necessary repair or replacement thereto; provided that, Tenant shall be responsible for compliance with all local ordinances, codes, regulations and statutes pertaining to health and safety, building codes and similar orders of government authorities pertaining to the maintenance and condition of the Leased Premises to the extent required for Tenant's then operations in the Leased Premises, if any. Notwithstanding anything to the contrary herein, Landlord shall be responsible for maintaining in good condition and repair any and all parking spaces (including reasonable snow and ice removal) and other common areas that may be used by Tenant pursuant to this Lease.

7. Assignment and Sublease. Tenant shall not assign (including any collateral assignment) this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord. In the event Landlord consents, or is not required to so consent, to such assignment or subletting, Tenant shall nevertheless remain fully and primarily liable to perform all of the covenants and conditions contained in this Lease, including but not limited to payment of Minimum Rent and Additional Rent as provided herein. The acceptance of rent from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or consent to the assignment of this Lease or the subletting of the Leased Premises.

Notwithstanding anything contained herein to the contrary, Tenant shall be entitled, without Landlord's consent, to sublet any part of the Leased Premises to the Vigo County School Corporation Foundation.

8. Default and Remedy.

(a) The occurrence of any of the following shall be deemed an "Event of Default":

(i) Failure to pay the Minimum Rent as herein provided when due;

(ii) Failure to pay any Additional Rent, costs or expenses as may be provided in this Lease when due;

(iii) Failure to perform any act to be performed by Tenant hereunder or to comply with any condition or covenant contained herein;

(iv) The abandonment of the Leased Premises by Tenant for a period of ten (10) days or more or Tenant's adjudication as a bankrupt; the making by Tenant of a general assignment for the benefit of creditors; Tenant's taking the benefit of any insolvency action or law; the appointment of a permanent receiver or trustee in bankruptcy for Tenant or its assets; the appointment of a temporary receiver for Tenant or its assets if such temporary receivership has not been vacated or set aside within thirty (30) days from the date of such appointment; the initiation of an arrangement or similar proceeding for the benefit of creditors by or against Tenant; or dissolution or other termination of Tenant's corporate charter.

(b) Upon the occurrence of any Event of Default as defined above, and the continuance of such a default for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion; and further provided that Landlord shall not be required to give such ten (10) days' notice more than two (2) times during any twelve (12) month period. At any time thereafter, either with or without notice or demand, Landlord may:

(i) Terminate Tenant's rights hereunder without terminating Tenant's obligations hereunder;

(ii) Re-enter the Leased Premises with or without process of law, using such means as may be necessary to remove all persons and property therefrom;

(iii) Remove all Tenant's personal property from the Leased Premises and dispose of the same immediately, applying the net proceeds to the amounts owed to Landlord; and/or

(iv) Exercise any other right or remedy available to Landlord at law or in equity in addition or as an alternative to Landlord's other rights and remedies specified herein.

If Landlord re-enters the Leased Premises as a result of occurrence of an Event of Default, Landlord shall be under no duty whatsoever to attempt to relet the Leased Premises or otherwise to mitigate its damages resulting from occurrence of such Event of Default unless and until all other rentable space in the vicinity of the Leased Premises owned by Landlord and not being used by Landlord for its own use, is leased and occupied. If Landlord relets the Leased Premises or some portion thereof during the balance of the Lease Term, the proceeds of such reletting, after deduction of all costs in connection with repossession and reletting of the Leased Premises (including, without limitation, all attorneys' fees, leasing commissions, remodeling costs and similar expenses), shall be applied to satisfaction of Tenant's obligations hereunder. Landlord shall have the right at any time to file suit to recover any sums that have fallen due hereunder from time to time on one or more occasions without being obligated to wait until expiration of the Lease Term, including, but not limited to, past due Rental, interest, delinquency service charges, advances and attorneys' fees. Landlord shall also be entitled immediately to recover as damages from Tenant a sum of money equal to the total of the cost of recovering possession of the Leased Premises, the unpaid Rental owed at the time of such termination or repossession, the balance of Rental for the remainder of the Lease Term less the fair market rental value of the Leased Premises for such period, and any other sum of money or damages owed by Tenant to Landlord.

The failure of Landlord to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default, and no waiver of any condition or covenant of this Lease shall be deemed to constitute a waiver of any default for the same or any other condition or covenant. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

9. Alterations. Tenant shall not make or permit alterations or additions to or upon any part of the Leased Premises or the improvements located on the Leased Premises without first obtaining the written consent of Landlord which shall not be unreasonably withheld or delayed. Tenant shall at its sole expense and cost, ensure that all permitted alterations and additions which are made or necessitated thereby (whether inside or outside the Leased Premises) shall be made in accordance with all applicable laws, rules, codes, ordinances and regulations in a good and workmanlike manner and in quality equal to or better than the original construction of the Leased Premises, and Tenant shall comply with such requirements as Landlord considers necessary or desirable. Tenant shall promptly pay all costs attributable to such alterations and additions.

Tenant shall indemnify, defend and save harmless Landlord from all costs, loss or expense incurred in connection with any construction or installation. No person shall be entitled to any lien directly or indirectly derived through or under Tenant or through or by virtue of any act or omission of Tenant upon the Leased Premises for any improvements or fixtures made thereon or installed

therein or for or on account of any labor or material furnished to the Leased Premises or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event any lien is filed against the Leased Premises, or any part thereof, for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing by bonding or as provided or required by law or in any other lawful manner. Tenant shall indemnify, defend and save harmless Landlord from all costs, losses, expenses and attorneys' fees incurred in connection with any such lien.

10. Inspection. Landlord or Landlord's agents or invitees shall be permitted to inspect or examine the Leased Premises at any reasonable time upon prior notice to Tenant.

11. Landlord's Right to Mortgage. Tenant agrees at any time, and from time to time, to execute a consent to the assignment of this Lease by Landlord to its mortgagee. Tenant's rights shall be subject and subordinate to any bona fide mortgage now existing upon or hereafter placed upon the Leased Premises by Landlord; provided, however, that if the mortgagee shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises as provided for in this Lease so long as Tenant shall not be in default hereunder.

12. Fire and Extended Coverage Insurance.

During the term of this Lease, Tenant shall maintain fire and extended coverage insurance on the Leased Premises with vandalism and malicious mischief, riot and civil commotion, and sprinkler leakage endorsement covering all improvements located on the Leased Premises in an amount equal to the full insurable value thereof on a replacement cost basis in the form of a Causes of Loss – Special Form policy (or the then industry replacement of that policy form). Such policies shall provide for the proceeds from any loss to be payable to Landlord and Tenant, and, at the request of Landlord, to any first mortgagee, as their respective interests may appear. In addition, Tenant shall maintain insurance on all of Tenant's property on the Leased Premises; and, notwithstanding the provisions of Sections 16 and 17 below, Landlord shall not be liable for any damage to Tenant's property, however caused. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property of Tenant located in or about the Leased Premises, however caused.

13. Fire and Other Casualty. In the event of total or partial destruction of the Leased Premises by fire or other casualty, all proceeds from the fire and extended coverage required under Section 12 above shall be paid jointly to Landlord and Tenant, as their respective interests may appear, and Landlord may restore and repair the Leased Premises to the extent Landlord and Tenant reasonably determine necessary for Tenant's continued operation in the Leased Premises; or upon written notice to Landlord, Tenant may terminate and cancel this Lease; whereupon Landlord and Tenant shall be released from their obligations hereunder accruing after the date of termination. In the event of termination of this Lease pursuant to this Section, the proceeds of the foregoing insurance shall be applied: (a) first to the Tenant to cover temporary replacement quarters acceptable to the Tenant through the Expiration Date as the Tenant reasonably determines is required; and (b) the balance thereof shall become the sole property of Landlord. Upon or prior to the Commencement Date, Tenant shall furnish to Landlord a certificate evidencing the foregoing

coverage in a form acceptable to Landlord indicating Landlord as an insured under the foregoing policy. Such policy shall provide primary coverage to Landlord and Tenant.

14. Public Liability and Property Damage Insurance. Tenant shall obtain and pay the premiums for a policy or policies of insurance from companies acceptable to Landlord, shall keep the same in force during the Lease Term and shall furnish to Landlord a certificate thereof (or such other document or duplicate policy evidencing such insurance in a form acceptable to Landlord and any first mortgagee of the Leased Premises), naming Landlord and its officers, directors, employees and agents, and any first mortgagee of the Leased Premises if requested by Landlord, as additional insureds for the following minimum coverages against loss, damage and injury to person and property occurring in, on or about the Leased Premises:

(a) Commercial general liability and property damage insurance in form and substance consistent with Tenant's current coverages and with limits of not less than Three Million Dollars (\$3,000,000), combined single limit including umbrella coverage, for personal injury, including bodily injury and death, and property damage.

(b) Tenant shall insure its fixtures, equipment and tenant improvements.

All insurance policies required under this Lease shall, to the extent available and customarily agreed to by the insurer, contain an agreement by the insurer that the policy shall not terminate, be canceled or amended except upon thirty (30) days prior written notice to Landlord.

15. Eminent Domain. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain by any public or quasi-public body in such a manner that the Leased Premises shall become unusable by Tenant for the purpose it is then using the Leased Premises, this Lease may be terminated by Tenant by giving written notice to Landlord within fifteen (15) days after possession of the Leased Premises or part thereof is so taken. Tenant shall have no claim against Landlord on account of any such acquisition for the value of any unexpired portion of the Lease Term. All damages awarded shall belong to and be the sole property of Landlord; provided, however, that Tenant shall be entitled to any award expressly made to Tenant by any governmental authority for the cost of or the removal of Tenant's stock, equipment, fixtures and leasehold improvements.

16. Waiver of Subrogation. Landlord and Tenant agree that the insurance policies required hereunder to be maintained and any insurance policies maintained at the election of either party hereto providing coverage with respect to the Leased Premises or the use thereof shall contain a clause whereby each insurer waives its right of subrogation against the other party. Upon request of either party, the other party agrees to furnish evidence of such waiver. To the extent any loss or damage is or could have been insured by the insurance such party is required to maintain hereunder and to the extent necessary to make such waivers of subrogation effective, each party hereto releases the other of all liability for any loss or damage to property.

17. Release and Indemnity.

(a) Release. All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises,

which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as “**Tenant’s Property**”), shall be and remain at Tenant’s sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant’s Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 17(a) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(a), the provisions of Section 16 shall prevail. This Section 17(a) shall survive the expiration or earlier termination of this Lease.

(b) Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys’ fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant’s agents, employees, contractors, customers or invitees in or about the Leased Premises, (b) arising out of or relating to any of Tenant’s property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 17(b) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(b), the provisions of Section 16 shall prevail. This Section 17(b) shall survive the expiration or earlier termination of this Lease.

(c) Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys’ fees and expenses at the trial and appellate levels) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord’s agents, employees or contractors and except to the extent any such act or omission is reasonably caused by Tenant’s failure to comply with its obligations under this Lease. Nothing contained in this Section 17(c) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(c), the provisions of Section 16 shall prevail. This Section 17(c) shall survive the expiration or earlier termination of this Lease.

18. Utilities. Tenant shall obtain and pay the costs of all utilities serving the Leased Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service or other service furnished to the Leased Premises; and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

19. Surrender. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises in its then AS IS condition. Tenant shall be permitted to remove any property of Tenant as Tenant determines, provided that Tenant shall be required to remove any files and records of Tenant that are confidential in nature. All property remaining on the Leased Premises after the expiration or earlier termination of this Lease shall, at Landlord's option, be deemed abandoned and may be removed and disposed of by Landlord without liability to Tenant.

If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the Lease Term, then Tenant shall be deemed a tenant of the Leased Premises from month-to-month with the Minimum Rent being increased to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month. Such month to month tenancy shall be terminable by either party upon thirty (30) days prior written notice to the other party. All other terms and conditions of this Lease shall remain in full force and effect during such time Tenant remains in possession of all or any part of the Leased Premises. Anything to the contrary notwithstanding, any holding over by Tenant without Landlord's prior written consent shall constitute a default hereunder and shall be subject to all the remedies set forth in Section 8 of this Lease.

20. Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition; nor shall the acceptance of rent by Landlord at any time when Tenant is in default of any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21. Covenant of Quiet Enjoyment. Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under Landlord, except as may be provided in Sections 9 and 10 above.

Notice. All notices, demands and communications (a "Notice") under this Agreement shall be delivered or sent by: (a) hand delivery, (b) certified mail, postage prepaid, return receipt requested, (c) nationally recognized overnight carrier, delivered to the address of the intended recipient set forth below or to such other address as either party may designate by notice pursuant to this Article or (d) electronic mail addressed as indicated below (or to such other address as may be designated) with a written copy thereof forwarded by hand delivery, certified mail or overnight carrier.

Notices to Tenant: Vigo County School Corporation
686 Wabash Avenue
PO Box 3703
Terre Haute, IN 47807
Attention: Dr. Robert Haworth
E-mail: Robert.haworth@vigoschools.org

With a copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700

Indianapolis, IN 46204
Attention: Jonathan L. Mayes
E-mail: Jmayes@boselaw.com

Notices to Landlord: Vigo County Capital Improvement Board of Managers
650 S. First Street
Terre Haute, IN 47807
Attention: Jon Marvel
E-mail: Jmarvel841@gmail.com

With a copy to: Kroger Gardis & Regas, LLP
111 Monument Circle, Suite 900
Indianapolis, IN 46204
Attention: Brian C. Bosma
E-mail: bcb@kgirlaw.com

Notices shall be deemed given: (i) on the date delivered, if sent by hand delivery; (ii) one business day after delivery to the overnight carrier, if sent by nationally recognized overnight carrier; (iii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iv) on the date delivered, if by e-mail, provided that the transmission is completed no later than 5:00 p.m. Eastern Time on a business day and original of the notice is simultaneously sent by hand delivery, certified mail or overnight carrier. Notices may be sent by counsel for a party and such shall be deemed notice by the party so represented. Notices shall be deemed served as set forth above, even if such notices are rejected or delivery refused by the intended recipient.

All rental payments shall be made to Landlord at the above address. The addresses may be changed from time to time by either party by serving notice as above provided.

22. Benefit of Landlord and Tenant. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, assigns and legal representatives.

23. Governing Law. This Lease shall be governed in accordance with the laws of the State of Indiana.

24. Attorneys' Fees. In the event that either party hereto shall bring legal action against the other party for breach of the terms of this Lease and shall recover a judgment against such party therein, then the prevailing party shall be entitled to reimbursement from the other party for all expenses thus incurred, including reasonable attorneys' fees.

25. Estoppel Certificate. Tenant shall, within ten (10) days following receipt of a request from Landlord, execute, acknowledge and deliver to Landlord, or to any lender, holder of any mortgage, purchaser or prospective lender or purchaser designated by Landlord, a written statement in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification); (ii) the date to which the

Minimum Rent, Additional Rent, and other charges have been paid; and (iii) that there are not, to Tenant's knowledge, any uncured defaults (or specifying such defaults if any are claimed). Any such statement may be relied upon by any prospective purchaser or mortgagee. Tenant's failure to deliver such statement within such period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

26. Force Majeure. Each party shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond Landlord's or Tenant's control, respectively, including, but not limited to, war, invasion or hostility; pandemic, epidemic, or other wide spread health crisis, work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; man-made or natural casualties; unusual weather conditions; acts or omissions of governmental or political bodies; or civil disturbances or riots, and the period for the performance of any such obligation shall be extended for the period of such delay.

27. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid, unenforceable or violate a party's legal rights, then such term, covenant, condition or provision shall be deemed to be null and void and unenforceable; however, all other provisions of this Lease, or the application of such term or provision to persons or circumstances other than those which are held invalid, unenforceable or violative of legal rights, shall not be affected thereby, and each and every other term, condition, covenant and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. Entire Agreement. This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Landlord and the Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such tenants jointly and severally.

29. Captions. The captions of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

30. Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

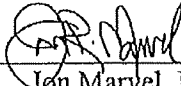
[Signature page follows.]

SIGNATURE PAGE TO LEASE AGREEMENT

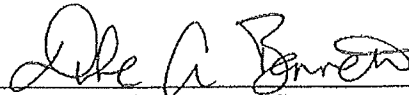
IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

VIGO COUNTY CAPITAL IMPROVEMENT
BOARD OF MANAGERS


By: 
Jon Marvel, President

ATTEST:

By: 
Mayor Duke Bennett, Secretary

TENANT:

VIGO COUNTY SCHOOL CORPORATION, an
Indiana public school corporation, which is a
subdivision of the State of Indiana

By: 
Joseph Irwin, III, President

ATTEST:

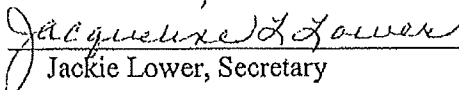
By: 
Jackie Lower, Secretary

EXHIBIT A TO LEASE AGREEMENT

Legal Description of Leased Premises

Situated in Vigo County, State of Indiana, to wit:

The Building and related appurtenances located on all or part of the following property:

Lots 3, 4, 5, 6, 7, and 8 in Crawford Heirs' Subdivision of Out Lot No. 48 of the Original Town, now City, of Terre Haute, as shown in the plat recorded February 8, 1861 at Plat Record 1, Page 105.

EXHIBIT B TO LEASE AGREEMENT

Illustration of Reserved Parking Spaces

[See Attached]

EXHIBIT "B"

No Parking Building Access

No Parking Building Access

Leased Premises in Red
686 Wabash Ave

School Reserved Spaces

©2020 Google

Google

39°28'00.41" N 87°24'27.82" W elev 533 ft

EXHIBIT “C”
Executed Crossroads Lease

[See Attached]

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), is executed as of the ____ day of September, 2020, by and between the **VIGO COUNTY CAPITAL IMPROVEMENT BOARD OF MANAGERS** ("**Landlord**"), an Indiana political subdivision, and **CROSSROADS PARKING PARTNERS, LLC**, an Indiana limited liability company ("**Tenant**") (Landlord and Tenant each a "**Party**" and together the "**Parties**").

WITNESSETH:

1. Leased Premises. Landlord hereby leases and demises to Tenant and Tenant agrees to lease from Landlord the property located at 686 Wabash Avenue, Terre Haute, Indiana 47807 and more particularly described in the attached Exhibit A, incorporated herein by reference (the "**Leased Premises**"). Tenant acknowledges that the Building (the "**School Building**") located on the Leased Premises has been leased to the Vigo County School Corporation (the "**School Corporation**") through September 30, 2021 (such date or earlier date the School Building is vacated the "**Termination Date**") pursuant to a lease between the Landlord and the School Corporation dated July 20, 2020 (the "**School Lease**"), and that this Lease is subordinated and subject to the School Lease through the Termination Date. A copy of the School Lease is attached hereto as Exhibit B and incorporated herein in full.

2. Term. The term of this Lease (the "**Initial Term**") shall commence on the date hereof (the "**Commencement Date**"), and expire on the 20th anniversary of the Commencement Date (the "**Expiration Date**"), unless sooner terminated in accordance with this Lease. In addition, the Tenant shall have the right to three (3) automatic renewal terms of twenty (20) years each (each a "**Renewal Term**"), the first of which shall commence on the Expiration Date, and each Expiration Date subsequent thereto. The Renewal Term shall automatically commence without notice, unless Tenant shall, no less than one hundred eighty (180) days prior to the Expiration Date of the Initial Term or any Renewal Term tender written notice to Landlord of its intent not to renew any Renewal Term.

3. Rent. The parties agree that the annual rental for the Initial Term and any Renewal Term of this Lease shall be One and 00/100 Dollars (\$1.00) (the "**Minimum Rent**") payable in advance upon each anniversary date after the Commencement Date.

4. Additional Rent. Tenant agrees to pay as "**Additional Rent**" all costs, charges and expenses paid or incurred during the Lease Term for Real Estate Taxes, Insurance Premiums and Operating Expenses for or attributable to the Leased Premises (excluding the School Building through the Termination Date), as required herein.

As used herein, the term "**Real Estate Taxes**" shall mean real estate taxes with respect to the Leased Premises by any authority having the direct or indirect power to tax real property, including any city, state or federal government or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof. If the Leased Premises are not separately assessed, then the Additional Rent for Real Estate Taxes shall be an equitable proportion of the Real Estate Taxes for all of the land and improvements included within the tax parcel assessed, based upon the respective valuations assigned in Assessor's worksheets or such other

information as may be reasonably available. Tenant shall not be responsible for Real Estate Taxes due and payable by the School Corporation as required under the School Lease through the Termination Date.

As used herein, the term “**Insurance Premiums**” shall include premiums for all insurance required to be obtained or maintained by Tenant in respect of the Leased Premises (excluding the School Building through the Termination Date), as set forth in Sections 12 and 14 of this Lease.

As used herein, the term “**Operating Expenses**” shall include, without limitation, all expenses for operation, improvement, repair, replacement and maintenance of the Leased Premises (excluding the School Building through the Termination Date), in accordance with the terms and conditions of this Lease incurred by Tenant.

To the extent that the Lease Term includes any partial calendar years, the Additional Rent included in this section shall be prorated based upon the number of days in such calendar year included within the Lease Term divided by 360.

In the event Tenant fails to pay all such Real Estate Taxes, Insurance Premiums and Operating Expenses in a timely fashion, Landlord shall have the right, but not the responsibility, to make such payment and to charge the same to Tenant for prompt payment thereafter.

With respect to the payment of any taxes or assessment, or the cost of compliance with any statute, regulation or ordinance, Tenant shall have the right at its own expense to in good faith contest the amount of such taxes or assessment or the necessity or manner of compliance with such regulation, statute or ordinance in any administrative or court proceeding, provided that Tenant saves Landlord harmless from any tax, interest, penalties or costs connected therewith by appropriate surety bond or other assurance reasonably satisfactory to Landlord and its mortgagee.

5. Use of Leased Premises. The Leased Premises are to be used by Tenant in a manner consistent with its current uses and any uses incidental thereto.

6. Maintenance, Repairs and Security. During the term of this Lease, Tenant shall, at its own cost and expense, maintain in such condition and repair as desired by Tenant in its sole and absolute discretion, the entire Leased Premises (excluding the School Building through the Termination Date), including all maintenance, upkeep and repairs. Landlord shall have no responsibility for the maintenance, repair or replacement of any part of the Leased Premises, except as may be provided in the School Lease for the School Building. Tenant shall be responsible for compliance with all local ordinances, codes, regulations and statutes pertaining to health and safety, building codes and similar orders of government authorities pertaining to the maintenance and condition of the Leased Premises (excluding the School Building through the Termination Date), to the extent required for Tenant’s then operations on the Leased Premises, if any. Tenant shall be solely responsible for keeping the Leased Premises free of ice and snow and in a usable fashion, including those portions of the Leased Premises which provide parking to the School Corporation under the School Lease. Landlord shall not be responsible for security at the Leased Premises, or for the protection of persons and property thereon.

7. Assignment and Sublease. Tenant shall not assign (including any collateral assignment) this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In the event Landlord consents, or is not required to so consent, to such assignment or subletting, Tenant shall nevertheless remain fully and primarily liable to perform all of the covenants and conditions contained in this Lease, including but not limited to payment of Minimum Rent and Additional Rent as provided herein. The acceptance of rent from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or consent to the assignment of this Lease or the subletting of the Leased Premises. This Lease is expressly subject to assignment by the Landlord to the Terre Haute Redevelopment Commission, or other governmental body, in conjunction with an intergovernmental transfer of the Leased Premises under Ind. Code § 36-1-11-8, and any such intergovernmental transfer shall be subject to the terms of School Lease and this Lease and Tenant's rights hereunder.

8. Default and Remedy.

- (a) The occurrence of any of the following shall be deemed an "Event of Default":
 - (i) Failure to pay the Minimum Rent as herein provided when due;
 - (ii) Failure to pay any Additional Rent, costs or expenses as may be provided in this Lease when due;
 - (iii) Failure to perform any act to be performed by Tenant hereunder or to comply with any condition or covenant contained herein;
 - (iv) The abandonment of the Leased Premises (excluding the School Building through the Termination Date), by Tenant for a period of thirty (30) days or more or Tenant's adjudication as bankrupt; the making by Tenant of a general assignment for the benefit of creditors; Tenant's taking the benefit of any insolvency action or law; the appointment of a permanent receiver or trustee in bankruptcy for Tenant or its assets; the appointment of a temporary receiver for Tenant or its assets if such temporary receivership has not been vacated or set aside within thirty (30) days from the date of such appointment; the initiation of an arrangement or similar proceeding for the benefit of creditors by or against Tenant; or dissolution or other termination of Tenant's corporate charter.
- (b) Upon the occurrence of any Event of Default as defined above, and the continuance of such a default for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; and further provided that Landlord shall not be required to give such thirty (30) days' notice more than two (2) times during any twelve (12) month period. At any time thereafter, either with or without notice or demand, Landlord may:
 - (i) Terminate Tenant's rights hereunder without terminating Tenant's obligations hereunder;

(ii) Re-enter the Leased Premises with or without process of law, using such means as may be necessary to remove all persons and property therefrom;

(iii) Remove all Tenant's personal property from the Leased Premises and dispose of the same immediately, applying the net proceeds to the amounts owed to Landlord; and/or

(iv) Exercise any other right or remedy available to Landlord at law or in equity in addition or as an alternative to Landlord's other rights and remedies specified herein.

If Landlord re-enters the Leased Premises as a result of occurrence of an Event of Default, Landlord shall be under no duty whatsoever to attempt to relet the Leased Premises or otherwise to mitigate its damages resulting from occurrence of such Event of Default unless and until all other rentable space in the vicinity of the Leased Premises owned by Landlord and not being used by Landlord for its own use, is leased and occupied. If Landlord relets the Leased Premises or some portion thereof during the balance of the Lease Term, the proceeds of such reletting, after deduction of all costs in connection with repossession and reletting of the Leased Premises (including, without limitation, all attorneys' fees, leasing commissions, remodeling costs and similar expenses), shall be applied to satisfaction of Tenant's obligations hereunder. Landlord shall have the right at any time to file suit to recover any sums that have fallen due hereunder from time to time on one or more occasions without being obligated to wait until expiration of the Lease Term, including, but not limited to, past due Rental, interest, delinquency service charges, advances and attorneys' fees. Landlord shall also be entitled immediately to recover as damages from Tenant a sum of money equal to the total of the reasonable cost of recovering possession of the Leased Premises, the unpaid Rental owed at the time of such termination or repossession, the balance of Rental for the remainder of the Lease Term, and any other sum of money or damages owed by Tenant to Landlord.

The failure of Landlord to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default, and no waiver of any condition or covenant of this Lease shall be deemed to constitute a waiver of any default for the same or any other condition or covenant. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

9. Alterations. Tenant shall have the right to make alterations or additions to or upon any part of the Leased Premises or the improvements located on the Leased Premises (excluding the School Building prior to the Termination Date) with the written consent of Landlord, which consent shall not be unreasonably denied or delayed. Tenant shall at its sole expense and cost, ensure that all permitted alterations and additions which are made or necessitated thereby (whether inside or outside the Leased Premises) shall be made in accordance with all applicable laws, rules, codes, ordinances and regulations in a good and workmanlike manner and in quality equal to or better than the original construction of the Leased Premises. All such improvements, alterations or additions shall be at Tenant's sole cost and expense. Tenant shall promptly pay all costs attributable to such alterations and additions, and shall not allow any liens to attach to the Leased Premises.

Tenant shall indemnify, defend and save harmless Landlord from all costs, loss or expense incurred in connection with any construction or improvement of the Leased Premises done on behalf of and directed by Tenant. No person shall be entitled to any lien directly or indirectly derived through or under Tenant or through or by virtue of any act or omission of Tenant upon the Leased Premises for any improvements or fixtures made thereon or installed therein or for or on account of any labor or material furnished to the Leased Premises or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event any lien is filed against the Leased Premises, or any part thereof (excluding the School Building through the Termination Date), for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing by bonding or as provided or required by law or in any other lawful manner. Tenant shall indemnify, defend and save harmless Landlord from all costs, losses, expenses and attorneys' fees incurred in connection with any such lien.

10. Inspection. Landlord or Landlord's agents or invitees shall be permitted to inspect or examine the Leased Premises at any reasonable time upon prior written notice to Tenant.

11. Landlord's Right to Mortgage. Tenant agrees at any time, and from time to time, to execute a consent to the assignment of this Lease by Landlord to its mortgagee. Tenant's rights shall be subject and subordinate to any bona fide mortgage now existing upon or hereafter placed upon the Leased Premises by Landlord; provided, however, that if the mortgagee shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises as provided for in this Lease so long as Tenant shall not be in default hereunder.

12. Fire and Extended Coverage Insurance.

During the term of this Lease, Tenant shall maintain fire and extended coverage insurance on the Leased Premises with vandalism and malicious mischief, riot and civil commotion, endorsement covering all improvements located on the Leased Premises (excluding the Building through the Termination Date) in an amount equal to the full insurable value thereof on a replacement cost basis in the form of a Causes of Loss – Special Form policy (or the then industry replacement of that policy form). Such policies shall provide for the proceeds from any loss to be payable to Landlord and Tenant, and, at the request of Landlord, to any first mortgagee, as their respective interests may appear. In addition, Tenant shall maintain insurance on all of Tenant's property on the Leased Premises..

13. Fire and Other Casualty. In the event of total or partial destruction of the Leased Premises by fire or other casualty, all proceeds from the fire and extended coverage required under Section 12 above shall be paid jointly to Landlord and Tenant, as their respective interests may appear, and Landlord may restore and repair the Leased Premises to the extent Landlord and Tenant reasonably determine necessary for Tenant's continued operation in the Leased Premises; or upon written notice to Landlord, Tenant may terminate and cancel this Lease; whereupon Landlord and Tenant shall be released from their obligations hereunder accruing after the date of termination. In the event of termination of this Lease pursuant to this Section, the proceeds of the foregoing insurance shall be applied: (a) first to the restoration of the Property as Landlord and

Tenant reasonably determines is required; and (b) the balance thereof shall become the sole property of Landlord. Upon or prior to the Commencement Date, Tenant shall furnish to Landlord a certificate evidencing the foregoing coverage in a form acceptable to Landlord indicating Landlord as an insured under the foregoing policy. Such policy shall provide primary coverage to Landlord and Tenant.

14. Public Liability and Property Damage Insurance. Tenant shall obtain and pay the premiums for a policy or policies of insurance from companies acceptable to Landlord, shall keep the same in force during the Lease Term and shall furnish to Landlord a certificate thereof (or such other document or duplicate policy evidencing such insurance in a form acceptable to Landlord and any first mortgagee of the Leased Premises), naming Landlord and its officers, directors, employees and agents, and any first mortgagee of the Leased Premises if requested by Landlord, as additional insureds for the following minimum coverages against loss, damage and injury to person and property occurring in, on or about the Leased Premises:

(a) Commercial general liability and property damage insurance in form and substance consistent with Tenant's current coverages and with limits of not less than Five Million Dollars (\$5,000,000), combined single limit including umbrella coverage, for personal injury, including bodily injury and death, and property damage. Umbrella coverage shall follow form of the underlying policies.

(b) Tenant shall insure its fixtures, equipment, personal property and tenant improvements.

All insurance policies required under this Lease shall, to the extent available and customarily agreed to by the insurer, contain an agreement by the insurer that the policy shall not terminate, be canceled or amended except upon thirty (30) days prior written notice to Landlord.

15. Eminent Domain. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain by any public or quasi-public body in such a manner that the Leased Premises shall become unusable by Tenant for the purpose it is then using the Leased Premises, this Lease may be terminated by Tenant by giving written notice to Landlord within fifteen (15) days after possession of the Leased Premises or part thereof is so taken. Tenant shall have no claim against Landlord on account of any such acquisition for the value of any unexpired portion of the Lease Term. All damages awarded shall belong to and be the sole property of Landlord; provided, however, that Tenant shall be entitled to any award expressly made to Tenant by any governmental authority for the cost of or the removal of Tenant's stock, equipment, fixtures and leasehold improvements or loss of rental value to Tenant. Notwithstanding anything contained herein to the contrary, in the event the Leased Premises are acquired by the exercise of eminent domain, Landlord, at its sole cost and expense, shall either (i) procure sufficient alternate parking for the Hilton Garden Inn located at 700 Wabash Avenue, Terre Haute, Indiana 47807 (the "Hilton") in a location acceptable to Tenant, in its sole discretion, or (ii) procure 100 alternate parking spaces at the Sky Garden Parking Garage located at 662 Ohio Street, Terre Haute, Indiana and Landlord shall reimburse to Tenant the commercially reasonable cost of valet service, ((i) and (ii) collectively "Alternate Parking"). Landlord shall reimburse to Tenant all reasonable associated costs for the Alternate Parking incurred by Tenant. In the event the Tenant or Terre Haute Hotel Partners, LLC as the owner of the Hilton, receives any notice from any

governmental agency, authority or instrumentality of any violation of the applicable zoning ordinance or other governmental restrictions as a result of the reduced number of parking spaces or the lack of or unavailability of parking for the Hilton, Landlord, at Landlord's sole cost and expense, shall promptly defend and/or remedy said violation.

16. Waiver of Subrogation. Landlord and Tenant agree that the insurance policies required hereunder to be maintained and any insurance policies maintained at the election of either party hereto providing coverage with respect to the Leased Premises or the use thereof shall contain a clause whereby each insurer waives its right of subrogation against the other party. Upon request of either party, the other party agrees to furnish evidence of such waiver. To the extent any loss or damage is or could have been insured by the insurance such party is required to maintain hereunder and to the extent necessary to make such waivers of subrogation effective, each party hereto releases the other of all liability for any loss or damage to property.

17. Release and Indemnity.

(a) Release. All of Tenant's trade fixtures, automobiles and vehicles, and all other personal property in or about the Leased Premises, at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the School Building or the Common Areas, except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 17(a) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(a), the provisions of Section 16 shall prevail. This Section 17(a) shall survive the expiration or earlier termination of this Lease.

(b) Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, (b) arising out of or relating to any of Tenant's property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 17(b) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(b), the provisions of Section 16 shall prevail. This Section 17(b) shall survive the expiration or earlier termination of this Lease.

(c) Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors harmless from and against any and all claims,

damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors and except to the extent any such act or omission is reasonably caused by Tenant's failure to comply with its obligations under this Lease. Nothing contained in this Section 17(c) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(c), the provisions of Section 16 shall prevail. This Section 17(c) shall survive the expiration or earlier termination of this Lease.

18. Utilities. Tenant shall obtain and pay the costs of all utilities serving the Leased Premises (excluding the School Building through the Termination Date). Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service or other service furnished to the Leased Premises; and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

19. Surrender. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises in its then AS IS condition. Tenant shall be permitted to remove any property of Tenant as Tenant determines, provided that Tenant shall be required to remove any files and records of Tenant that are confidential in nature. All property remaining on the Leased Premises after the expiration or earlier termination of this Lease shall, at Landlord's option, be deemed abandoned and may be removed and disposed of by Landlord without liability to Tenant.

If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the Lease Term, then Tenant shall be deemed a tenant of the Leased Premises from month-to-month with the Minimum Rent being increased to Five Hundred and No/100 Dollars (\$500.00) per month. Such month to month tenancy shall be terminable by either party upon thirty (30) days prior written notice to the other party. All other terms and conditions of this Lease shall remain in full force and effect during such time Tenant remains in possession of all or any part of the Leased Premises. Anything to the contrary notwithstanding, any holding over by Tenant without Landlord's prior written consent shall constitute a default hereunder and shall be subject to all the remedies set forth in Section 8 of this Lease.

20. Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition; nor shall the acceptance of rent by Landlord at any time when Tenant is in default of any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21. Covenant of Quiet Enjoyment. Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under Landlord, except as may be provided in Sections 9 and 10 above.

22. Notice. All notices, demands and communications (a “**Notice**”) under this Agreement shall be delivered or sent by: (a) hand delivery, (b) certified mail, postage prepaid, return receipt requested, (c) nationally recognized overnight carrier, delivered to the address of the intended recipient set forth below or to such other address as either party may designate by notice pursuant to this Article or (d) electronic mail addressed as indicated below (or to such other address as may be designated) with a written copy thereof forwarded by hand delivery, certified mail or overnight carrier.

Notices to Tenant: Crossroads Parking Partners, LLC
10734 Sky Prairie Street
Fishers, IN 46038
Attention: Timothy J. Dora, Member
E-mail: Tdora@dorahotelco.com

With a copy to: Landman Beatty, Lawyers
9100 Keystone Crossing, Suite 870
Indianapolis, Indiana 46240
Attention: Jessica L. Findley
E-Mail: jfindley@landmanbeatty.com

Notices to Landlord: Vigo County Capital Improvement Board of Managers
650 S. First Street
Terre Haute, IN 47807
Attention: Jon Marvel
E-mail: jmarvel841@gmail.com

With a copy to: Kroger Gardis & Regas, LLP
111 Monument Circle, Suite 900
Indianapolis, IN 46204
Attention: Brian C. Bosma
E-mail: bcg@kgirlaw.com

Notices shall be deemed given: (i) on the date delivered, if sent by hand delivery; (ii) one business day after delivery to the overnight carrier, if sent by nationally recognized overnight carrier; (iii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iv) on the date delivered, if by e-mail, provided that the transmission is completed no later than 5:00 p.m. Eastern Time on a business day and original of the notice is simultaneously sent by hand delivery, certified mail or overnight carrier. Notices may be sent by counsel for a party and such shall be deemed notice by the party so represented. Notices shall be deemed served as set forth above, even if such notices are rejected or delivery refused by the intended recipient.

All rental payments shall be made to Landlord at the above address. The addresses may be changed from time to time by either party by serving notice as above provided.

23. Benefit of Landlord and Tenant. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, assigns and legal representatives.

24. Governing Law. This Lease shall be governed in accordance with the laws of the State of Indiana.

25. Attorneys' Fees. In the event that either party hereto shall bring legal action against the other party for breach of the terms of this Lease, the prevailing party in such action shall be entitled to reimbursement from the other party for all expenses thus incurred, including reasonable attorneys' fees. The "prevailing party" shall include, but is not limited to, a party who dismisses an action for recovery under this Lease in exchange for payment of sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

26. Estoppel Certificate. Tenant shall, within ten (10) days following receipt of a request from Landlord, execute, acknowledge and deliver to Landlord, or to any lender, holder of any mortgage, purchaser or prospective lender or purchaser designated by Landlord, a written statement in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification); (ii) the date to which the Minimum Rent, Additional Rent, and other charges have been paid; and (iii) that there are not, to Tenant's knowledge, any uncured defaults (or specifying such defaults if any are claimed). Any such statement may be relied upon by any prospective purchaser or mortgagee. Tenant's failure to deliver such statement within such period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

27. Force Majeure. Each party shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond Landlord's or Tenant's control, respectively, including, but not limited to, war, invasion or hostility; pandemic, epidemic, or other wide spread health crisis, work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; man-made or natural casualties; unusual weather conditions; acts or omissions of governmental or political bodies; or civil disturbances or riots, and the period for the performance of any such obligation shall be extended for the period of such delay.

28. Not Ineligible Party. The undersigned certifies that the Tenant is not (i) a person who owes delinquent taxes, special assessments, penalties, interest or costs directly attributable to a prior tax sale on a tract of property listed under Ind. Code §6-1.1-24-1; or (ii) a person who is an agent of the person described previously.

29. No Discrimination. Pursuant to Ind. Code §22-9-1-10, the Tenant represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed and the performance of this Lease, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Lease.

30. No Investment in Iran. As required by Ind. Code §5-22-16.5 et seq. the Tenant certifies that the Tenant is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code §5-22-16.5-14, including termination of this Lease and denial of future contracts with the Landlord, as well an imposition of a civil penalty.

31. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid, unenforceable or violate a party's legal rights, then such term, covenant, condition or provision shall be deemed to be null and void and unenforceable; however, all other provisions of this Lease, or the application of such term or provision to persons or circumstances other than those which are held invalid, unenforceable or violative of legal rights, shall not be affected thereby, and each and every other term, condition, covenant and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Entire Agreement. This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Landlord and the Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such tenants jointly and severally.

33. Captions. The captions of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

34. Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

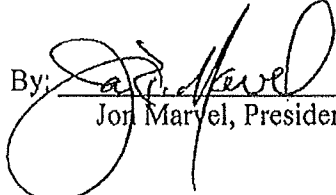
[Signature page follows.]

SIGNATURE PAGE TO LEASE AGREEMENT

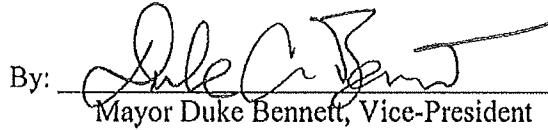
IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

VIGO COUNTY CAPITAL IMPROVEMENT
BOARD OF MANAGERS

By:  _____
Jon Marvel, President

ATTEST:

By:  _____
Mayor Duke Bennett, Vice-President

TENANT:

CROSSROADS PARKING PARTNERS, LLC

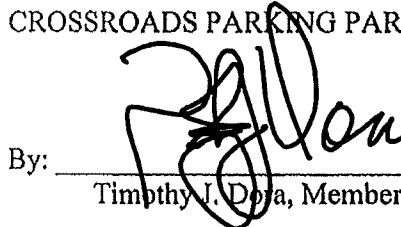
By:  _____
Timothy J. Dora, Member

EXHIBIT A TO LEASE AGREEMENT

Legal Description of Leased Premises

Situated in Vigo County, State of Indiana, to wit:

Lots 3, 4, 5, 6, 7, and 8 in Crawford Heirs' Subdivision of Out Lot No. 48 of the Original Town, now City, of Terre Haute, as shown in the plat recorded February 8, 1861 at Plat Record 1, Page 105.

EXHIBIT B TO LEASE AGREEMENT

Lease with Vigo County School Corporation

[See Attached]

LEASE AGREEMENT

THIS LEASE, is executed as of the 21st day of July, 2020, by and between the **VIGO COUNTY CAPITAL IMPROVEMENT BOARD OF MANAGERS** (“**Landlord**”), an Indiana political subdivision, and **VIGO COUNTY SCHOOL CORPORATION**, an Indiana public school corporation, which is a subdivision of the State of Indiana (“**Tenant**”).

WITNESSETH:

1. Leased Premises. Landlord hereby leases and demises to Tenant and Tenant agrees to lease from Landlord the building located at 686 Wabash Avenue, Terre Haute, Indiana 47807 and more particularly described in the attached Exhibit A, incorporated herein by reference (the “**Leased Premises**”). Landlord acknowledges and agrees that throughout the Lease Term, Tenant shall have exclusive use of the four (4) reserved parking spaces identified on Exhibit B attached hereto and shall have northside access to the building, along with use of such access drives, sidewalks and other common areas and improvements necessary for the use and enjoyment of the Leased Premises. In addition, Landlord shall make available to Tenant for its sole and exclusive use throughout the Lease Term, fifty (50) parking spaces (the “**Substitute Parking Spaces**”), which may be used by Tenant and/or its invitees, officers and employees. The Substitute Parking Spaces shall be located at the Sky Garden Parking Garage located at 62 Ohio Street, Terre Haute, Indiana. Landlord may also fulfill all or any portion of the requirements for Substitute Parking Spaces by granting access to Tenant to designated spaces in the parking lots adjacent to the Leased Premises reasonably acceptable to Tenant on a space-for-space basis.

Tenant has personally inspected the Leased Premises and accepts the same “as is” without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto except as expressly set forth herein.

2. Term. The term of this Lease (the “**Lease Term**”) shall commence on the date hereof (the “**Commencement Date**”), and expire September 30, 2021 (the “**Expiration Date**”), unless sooner terminated in accordance with this Lease.

3. Rent. As provided in the Purchase Agreement dated May 15, 2020 by and between Landlord and Tenant and pursuant to which Tenant sold the Leased Premises to Landlord, the parties agree that there shall be no annual rent or monthly rent (together “**Minimum Rent**”) paid by Tenant to Landlord during the term of this Lease except as otherwise provided herein.

4. Additional Rent. Tenant agrees to pay as “**Additional Rent**” all costs, charges and expenses paid or incurred during the Lease Term for Real Estate Taxes, Insurance Premiums and Operating Expenses for or attributable to the Leased Premises as required herein.

As used herein, the term “**Real Estate Taxes**” shall mean real estate taxes with respect to the Leased Premises by any authority having the direct or indirect power to tax, including any city, state or federal government or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, or against Landlord’s business of leasing the Leased Premises. If the Leased Premises are not separately assessed, then Tenant’s liability shall be an equitable proportion of the Real Estate Taxes for all of the land and improvements included within the tax

parcel assessed, based upon the respective valuations assigned in Assessor's worksheets or such other information as may be reasonably available.

As used herein, the term "**Insurance Premiums**" shall include premiums for all insurance required to be obtained or maintained by Tenant in respect of the Leased Premises as set forth in Sections 12 and 14 of this Lease.

As used herein, the term "**Operating Expenses**" shall include, without limitation, all expenses for operation, repair, replacement and maintenance of the Leased Premises in accordance with the terms and conditions of this Lease incurred by Tenant.

To the extent that the Lease Term includes any partial calendar years, the Additional Rent included in this section shall be prorated based upon the number of days in such calendar year included within the Lease Term divided by 360.

In the event Tenant fails to pay all such Real Estate Taxes, Insurance Premiums and Operating Expenses in a timely fashion, Landlord shall have the right, but not the responsibility, to make such payment and to charge the same to Tenant for prompt payment thereafter.

With respect to the payment of any taxes or assessment, or the cost of compliance with any statute, regulation or ordinance, Tenant shall have the right at its own expense to in good faith contest the amount of such taxes or assessment or the necessity or manner of compliance with such regulation, statute or ordinance in any administrative or court proceeding, provided that Tenant saves Landlord harmless from any tax, interest, penalties or costs connected therewith by appropriate surety bond or other assurance reasonably satisfactory to Landlord and its mortgagee.

5. Use of Leased Premises. The Leased Premises are to be used by Tenant in a manner consistent with its current uses and any uses incidental thereto.

6. Maintenance and Repairs. During the term of this Lease, Tenant shall, at its own cost and expense, maintain in such condition and repair as desired by Tenant in its sole and absolute discretion, the entire Leased Premises, including the performance of janitorial services, trash removal and all internal and external building maintenance and repairs (but excluding any maintenance and repairs with respect to any parking lots or other exterior improvements and facilities serving the Leased Premises). Landlord shall have no responsibility for the maintenance, repair or replacement of any part of the Leased Premises. Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that Landlord intends to demolish the Leased Premises following the expiration of the term of this Lease and therefore, Tenant may elect not to maintain the Leased Premises or make any necessary repair or replacement thereto; provided that, Tenant shall be responsible for compliance with all local ordinances, codes, regulations and statutes pertaining to health and safety, building codes and similar orders of government authorities pertaining to the maintenance and condition of the Leased Premises to the extent required for Tenant's then operations in the Leased Premises, if any. Notwithstanding anything to the contrary herein, Landlord shall be responsible for maintaining in good condition and repair any and all parking spaces (including reasonable snow and ice removal) and other common areas that may be used by Tenant pursuant to this Lease.

7. Assignment and Sublease. Tenant shall not assign (including any collateral assignment) this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord. In the event Landlord consents, or is not required to so consent, to such assignment or subletting, Tenant shall nevertheless remain fully and primarily liable to perform all of the covenants and conditions contained in this Lease, including but not limited to payment of Minimum Rent and Additional Rent as provided herein. The acceptance of rent from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or consent to the assignment of this Lease or the subletting of the Leased Premises.

Notwithstanding anything contained herein to the contrary, Tenant shall be entitled, without Landlord's consent, to sublet any part of the Leased Premises to the Vigo County School Corporation Foundation.

8. Default and Remedy.

(a) The occurrence of any of the following shall be deemed an "Event of Default":

(i) Failure to pay the Minimum Rent as herein provided when due;

(ii) Failure to pay any Additional Rent, costs or expenses as may be provided in this Lease when due;

(iii) Failure to perform any act to be performed by Tenant hereunder or to comply with any condition or covenant contained herein;

(iv) The abandonment of the Leased Premises by Tenant for a period of ten (10) days or more or Tenant's adjudication as a bankrupt; the making by Tenant of a general assignment for the benefit of creditors; Tenant's taking the benefit of any insolvency action or law; the appointment of a permanent receiver or trustee in bankruptcy for Tenant or its assets; the appointment of a temporary receiver for Tenant or its assets if such temporary receivership has not been vacated or set aside within thirty (30) days from the date of such appointment; the initiation of an arrangement or similar proceeding for the benefit of creditors by or against Tenant; or dissolution or other termination of Tenant's corporate charter.

(b) Upon the occurrence of any Event of Default as defined above, and the continuance of such a default for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion; and further provided that Landlord shall not be required to give such ten (10) days' notice more than two (2) times during any twelve (12) month period. At any time thereafter, either with or without notice or demand, Landlord may:

(i) Terminate Tenant's rights hereunder without terminating Tenant's obligations hereunder;

(ii) Re-enter the Leased Premises with or without process of law, using such means as may be necessary to remove all persons and property therefrom;

(iii) Remove all Tenant's personal property from the Leased Premises and dispose of the same immediately, applying the net proceeds to the amounts owed to Landlord; and/or

(iv) Exercise any other right or remedy available to Landlord at law or in equity in addition or as an alternative to Landlord's other rights and remedies specified herein.

If Landlord re-enters the Leased Premises as a result of occurrence of an Event of Default, Landlord shall be under no duty whatsoever to attempt to relet the Leased Premises or otherwise to mitigate its damages resulting from occurrence of such Event of Default unless and until all other rentable space in the vicinity of the Leased Premises owned by Landlord and not being used by Landlord for its own use, is leased and occupied. If Landlord relets the Leased Premises or some portion thereof during the balance of the Lease Term, the proceeds of such reletting, after deduction of all costs in connection with repossession and reletting of the Leased Premises (including, without limitation, all attorneys' fees, leasing commissions, remodeling costs and similar expenses), shall be applied to satisfaction of Tenant's obligations hereunder. Landlord shall have the right at any time to file suit to recover any sums that have fallen due hereunder from time to time on one or more occasions without being obligated to wait until expiration of the Lease Term, including, but not limited to, past due Rental, interest, delinquency service charges, advances and attorneys' fees. Landlord shall also be entitled immediately to recover as damages from Tenant a sum of money equal to the total of the cost of recovering possession of the Leased Premises, the unpaid Rental owed at the time of such termination or repossession, the balance of Rental for the remainder of the Lease Term less the fair market rental value of the Leased Premises for such period, and any other sum of money or damages owed by Tenant to Landlord.

The failure of Landlord to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default, and no waiver of any condition or covenant of this Lease shall be deemed to constitute a waiver of any default for the same or any other condition or covenant. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

9. Alterations. Tenant shall not make or permit alterations or additions to or upon any part of the Leased Premises or the improvements located on the Leased Premises without first obtaining the written consent of Landlord which shall not be unreasonably withheld or delayed. Tenant shall at its sole expense and cost, ensure that all permitted alterations and additions which are made or necessitated thereby (whether inside or outside the Leased Premises) shall be made in accordance with all applicable laws, rules, codes, ordinances and regulations in a good and workmanlike manner and in quality equal to or better than the original construction of the Leased Premises, and Tenant shall comply with such requirements as Landlord considers necessary or desirable. Tenant shall promptly pay all costs attributable to such alterations and additions.

Tenant shall indemnify, defend and save harmless Landlord from all costs, loss or expense incurred in connection with any construction or installation. No person shall be entitled to any lien directly or indirectly derived through or under Tenant or through or by virtue of any act or omission of Tenant upon the Leased Premises for any improvements or fixtures made thereon or installed

therein or for or on account of any labor or material furnished to the Leased Premises or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event any lien is filed against the Leased Premises, or any part thereof, for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing by bonding or as provided or required by law or in any other lawful manner. Tenant shall indemnify, defend and save harmless Landlord from all costs, losses, expenses and attorneys' fees incurred in connection with any such lien.

10. Inspection. Landlord or Landlord's agents or invitees shall be permitted to inspect or examine the Leased Premises at any reasonable time upon prior notice to Tenant.

11. Landlord's Right to Mortgage. Tenant agrees at any time, and from time to time, to execute a consent to the assignment of this Lease by Landlord to its mortgagee. Tenant's rights shall be subject and subordinate to any bona fide mortgage now existing upon or hereafter placed upon the Leased Premises by Landlord; provided, however, that if the mortgagee shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises as provided for in this Lease so long as Tenant shall not be in default hereunder.

12. Fire and Extended Coverage Insurance.

During the term of this Lease, Tenant shall maintain fire and extended coverage insurance on the Leased Premises with vandalism and malicious mischief, riot and civil commotion, and sprinkler leakage endorsement covering all improvements located on the Leased Premises in an amount equal to the full insurable value thereof on a replacement cost basis in the form of a Causes of Loss – Special Form policy (or the then industry replacement of that policy form). Such policies shall provide for the proceeds from any loss to be payable to Landlord and Tenant, and, at the request of Landlord, to any first mortgagee, as their respective interests may appear. In addition, Tenant shall maintain insurance on all of Tenant's property on the Leased Premises; and, notwithstanding the provisions of Sections 16 and 17 below, Landlord shall not be liable for any damage to Tenant's property, however caused. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property of Tenant located in or about the Leased Premises, however caused.

13. Fire and Other Casualty. In the event of total or partial destruction of the Leased Premises by fire or other casualty, all proceeds from the fire and extended coverage required under Section 12 above shall be paid jointly to Landlord and Tenant, as their respective interests may appear, and Landlord may restore and repair the Leased Premises to the extent Landlord and Tenant reasonably determine necessary for Tenant's continued operation in the Leased Premises; or upon written notice to Landlord, Tenant may terminate and cancel this Lease; whereupon Landlord and Tenant shall be released from their obligations hereunder accruing after the date of termination. In the event of termination of this Lease pursuant to this Section, the proceeds of the foregoing insurance shall be applied: (a) first to the Tenant to cover temporary replacement quarters acceptable to the Tenant through the Expiration Date as the Tenant reasonably determines is required; and (b) the balance thereof shall become the sole property of Landlord. Upon or prior to the Commencement Date, Tenant shall furnish to Landlord a certificate evidencing the foregoing

coverage in a form acceptable to Landlord indicating Landlord as an insured under the foregoing policy. Such policy shall provide primary coverage to Landlord and Tenant.

14. Public Liability and Property Damage Insurance. Tenant shall obtain and pay the premiums for a policy or policies of insurance from companies acceptable to Landlord, shall keep the same in force during the Lease Term and shall furnish to Landlord a certificate thereof (or such other document or duplicate policy evidencing such insurance in a form acceptable to Landlord and any first mortgagee of the Leased Premises), naming Landlord and its officers, directors, employees and agents, and any first mortgagee of the Leased Premises if requested by Landlord, as additional insureds for the following minimum coverages against loss, damage and injury to person and property occurring in, on or about the Leased Premises:

(a) Commercial general liability and property damage insurance in form and substance consistent with Tenant's current coverages and with limits of not less than Three Million Dollars (\$3,000,000), combined single limit including umbrella coverage, for personal injury, including bodily injury and death, and property damage.

(b) Tenant shall insure its fixtures, equipment and tenant improvements.

All insurance policies required under this Lease shall, to the extent available and customarily agreed to by the insurer, contain an agreement by the insurer that the policy shall not terminate, be canceled or amended except upon thirty (30) days prior written notice to Landlord.

15. Eminent Domain. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain by any public or quasi-public body in such a manner that the Leased Premises shall become unusable by Tenant for the purpose it is then using the Leased Premises, this Lease may be terminated by Tenant by giving written notice to Landlord within fifteen (15) days after possession of the Leased Premises or part thereof is so taken. Tenant shall have no claim against Landlord on account of any such acquisition for the value of any unexpired portion of the Lease Term. All damages awarded shall belong to and be the sole property of Landlord; provided, however, that Tenant shall be entitled to any award expressly made to Tenant by any governmental authority for the cost of or the removal of Tenant's stock, equipment, fixtures and leasehold improvements.

16. Waiver of Subrogation. Landlord and Tenant agree that the insurance policies required hereunder to be maintained and any insurance policies maintained at the election of either party hereto providing coverage with respect to the Leased Premises or the use thereof shall contain a clause whereby each insurer waives its right of subrogation against the other party. Upon request of either party, the other party agrees to furnish evidence of such waiver. To the extent any loss or damage is or could have been insured by the insurance such party is required to maintain hereunder and to the extent necessary to make such waivers of subrogation effective, each party hereto releases the other of all liability for any loss or damage to property.

17. Release and Indemnity.

(a) Release. All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises,

which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 17(a) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(a), the provisions of Section 16 shall prevail. This Section 17(a) shall survive the expiration or earlier termination of this Lease.

(b) Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, (b) arising out of or relating to any of Tenant's property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 17(b) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(b), the provisions of Section 16 shall prevail. This Section 17(b) shall survive the expiration or earlier termination of this Lease.

(c) Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors and except to the extent any such act or omission is reasonably caused by Tenant's failure to comply with its obligations under this Lease. Nothing contained in this Section 17(c) shall limit (or be deemed to limit) the waivers contained in Section 16 above. In the event of any conflict between the provisions of Section 16 and this Section 17(c), the provisions of Section 16 shall prevail. This Section 17(c) shall survive the expiration or earlier termination of this Lease.

18. Utilities. Tenant shall obtain and pay the costs of all utilities serving the Leased Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service or other service furnished to the Leased Premises; and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

19. Surrender. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises in its then AS IS condition. Tenant shall be permitted to remove any property of Tenant as Tenant determines, provided that Tenant shall be required to remove any files and records of Tenant that are confidential in nature. All property remaining on the Leased Premises after the expiration or earlier termination of this Lease shall, at Landlord's option, be deemed abandoned and may be removed and disposed of by Landlord without liability to Tenant.

If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the Lease Term, then Tenant shall be deemed a tenant of the Leased Premises from month-to-month with the Minimum Rent being increased to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month. Such month to month tenancy shall be terminable by either party upon thirty (30) days prior written notice to the other party. All other terms and conditions of this Lease shall remain in full force and effect during such time Tenant remains in possession of all or any part of the Leased Premises. Anything to the contrary notwithstanding, any holding over by Tenant without Landlord's prior written consent shall constitute a default hereunder and shall be subject to all the remedies set forth in Section 8 of this Lease.

20. Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition; nor shall the acceptance of rent by Landlord at any time when Tenant is in default of any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21. Covenant of Quiet Enjoyment. Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under Landlord, except as may be provided in Sections 9 and 10 above.

Notice. All notices, demands and communications (a "Notice") under this Agreement shall be delivered or sent by: (a) hand delivery, (b) certified mail, postage prepaid, return receipt requested, (c) nationally recognized overnight carrier, delivered to the address of the intended recipient set forth below or to such other address as either party may designate by notice pursuant to this Article or (d) electronic mail addressed as indicated below (or to such other address as may be designated) with a written copy thereof forwarded by hand delivery, certified mail or overnight carrier.

Notices to Tenant: Vigo County School Corporation
686 Wabash Avenue
PO Box 3703
Terre Haute, IN 47807
Attention: Dr. Robert Haworth
E-mail: Robert.haworth@vigoschools.org

With a copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700

Indianapolis, IN 46204
Attention: Jonathan L. Mayes
E-mail: Jmayes@boselaw.com

Notices to Landlord: Vigo County Capital Improvement Board of Managers
650 S. First Street
Terre Haute, IN 47807
Attention: Jon Marvel
E-mail: Jmarvel841@gmail.com

With a copy to: Kroger Gardis & Regas, LLP
111 Monument Circle, Suite 900
Indianapolis, IN 46204
Attention: Brian C. Bosma
E-mail: bcb@kgirlaw.com

Notices shall be deemed given: (i) on the date delivered, if sent by hand delivery; (ii) one business day after delivery to the overnight carrier, if sent by nationally recognized overnight carrier; (iii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iv) on the date delivered, if by e-mail, provided that the transmission is completed no later than 5:00 p.m. Eastern Time on a business day and original of the notice is simultaneously sent by hand delivery, certified mail or overnight carrier. Notices may be sent by counsel for a party and such shall be deemed notice by the party so represented. Notices shall be deemed served as set forth above, even if such notices are rejected or delivery refused by the intended recipient.

All rental payments shall be made to Landlord at the above address. The addresses may be changed from time to time by either party by serving notice as above provided.

22. Benefit of Landlord and Tenant. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, assigns and legal representatives.

23. Governing Law. This Lease shall be governed in accordance with the laws of the State of Indiana.

24. Attorneys' Fees. In the event that either party hereto shall bring legal action against the other party for breach of the terms of this Lease and shall recover a judgment against such party therein, then the prevailing party shall be entitled to reimbursement from the other party for all expenses thus incurred, including reasonable attorneys' fees.

25. Estoppel Certificate. Tenant shall, within ten (10) days following receipt of a request from Landlord, execute, acknowledge and deliver to Landlord, or to any lender, holder of any mortgage, purchaser or prospective lender or purchaser designated by Landlord, a written statement in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification); (ii) the date to which the

Minimum Rent, Additional Rent, and other charges have been paid; and (iii) that there are not, to Tenant's knowledge, any uncured defaults (or specifying such defaults if any are claimed). Any such statement may be relied upon by any prospective purchaser or mortgagee. Tenant's failure to deliver such statement within such period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

26. Force Majeure. Each party shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond Landlord's or Tenant's control, respectively, including, but not limited to, war, invasion or hostility; pandemic, epidemic, or other wide spread health crisis, work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; man-made or natural casualties; unusual weather conditions; acts or omissions of governmental or political bodies; or civil disturbances or riots, and the period for the performance of any such obligation shall be extended for the period of such delay.

27. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid, unenforceable or violate a party's legal rights, then such term, covenant, condition or provision shall be deemed to be null and void and unenforceable; however, all other provisions of this Lease, or the application of such term or provision to persons or circumstances other than those which are held invalid, unenforceable or violative of legal rights, shall not be affected thereby, and each and every other term, condition, covenant and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. Entire Agreement. This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Landlord and the Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such tenants jointly and severally.

29. Captions. The captions of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

30. Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

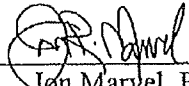
[Signature page follows.]

SIGNATURE PAGE TO LEASE AGREEMENT


IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

VIGO COUNTY CAPITAL IMPROVEMENT
BOARD OF MANAGERS


By: _____
Jon Marvel, President

ATTEST:

By: _____
Mayor Duke Bennett, Secretary

TENANT:

VIGO COUNTY SCHOOL CORPORATION, an
Indiana public school corporation, which is a
subdivision of the State of Indiana

By: _____
Joseph Irwin, III, President

ATTEST:

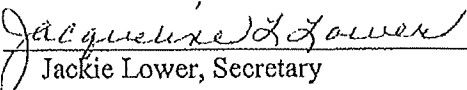
By: _____
Jackie Lower, Secretary

EXHIBIT A TO LEASE AGREEMENT

Legal Description of Leased Premises

Situated in Vigo County, State of Indiana, to wit:

The Building and related appurtenances located on all or part of the following property:

Lots 3, 4, 5, 6, 7, and 8 in Crawford Heirs' Subdivision of Out Lot No. 48 of the Original Town, now City, of Terre Haute, as shown in the plat recorded February 8, 1861 at Plat Record 1, Page 105.

EXHIBIT B TO LEASE AGREEMENT

Illustration of Reserved Parking Spaces

[See Attached]

EXHIBIT "B"

No Parking Building Access

No Parking Building Access

Leased Premises in Red
686 Wabash Ave

School Reserved Spaces

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39°28'00.41" N 87°24'27.82" W elev 533 ft